

Manuel Salvador, Franco / Creditor
c/o 3147 Michigan Ave.
Stockton, California
(95207)

FILED

APR 16 2021

UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA *BC*

PG&E Corporation
Debtor (2640) 19-30088 (DM)
77 Beale St.
San Francisco, California (94105)

United States Bankruptcy Court
Northern District of California
San Francisco Division
450 Golden Gate Ave.
San Francisco, California (94102)

Pacific Gas and Electric Company
Debtor (19-30089)
77 Beale St.
San Francisco, California (95105)

PG&E Corporation Claims Cert. # 7018 2290 0001 5882 8122
Processing Center
c/o Prime Clerk LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

Chapter 11 Case
No. 19-30088 (DM)
(Lead Case)
(Jointly Administered)

PG&E CORPORATION,

- and -

PACIFIC GAS AND ELECTRIC
COMPANY

Debtors.

NOTICE via "AFFIDAVIT OF TRUTH" AS TO
FAULT / DEFAULT – VIOLATION OF CLEAR
HANDS AND GOOD FAITH DOCTINES.
FURTHER, NOTICE OF FAILURE TO RESPOND
WITH EVIDENCE IN PROOF OF CLAIM.

Affects both Debtors

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

TO WHOM THESE PRESENTS SHALL COME, KNOW YE:

"Numerous courts have ruled that silence to a sworn statement is acquiescence and that unsworn answer cannot override a sworn statement." Also, U.S. Courts have held that: "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally mislead." U.S. vs. Tweel 550 F. 297, 299-300 (1977)

NOTICE via "AFFIDAVIT OF TRUTH":

COMES NOW, judgement creditor, Manuel Salvador, Franco, who has given, his noticed debtors, NUMEROUS NOTICES concerning the issue of their alleged attorneys not being licensed in accordance with the State of California Constitution and the statutes passed pursuant thereto. Their failure and/or refusal to provide proof, copy of said license, on the record and for the record, of their lawful authorization to practice law in the State of California ***has exhausted my moral and legal obligation to their right to due process of the law.***

Respective of the previously numerous request for a copy of the required "Attorney's License" and their failures and/or refusals, negligence of duty, to provide said 'license' has created the issue of fault and default thereto. As "noticed" this issue can be resolved very quickly, to all parties satisfaction, 'by just providing a copy of the required license' in accordance to the LAW! Note: ***It's claimed that we are a nation ruled by laws and not the tyranny of the powerful.***

As noticed, legal definition of the terms – fault / default, this failure and refusal to provide the requested and/or demanded documents gives issue to the 'clean hands doctrine' and acting in "bad faith doctrine". My debtors are under obligation to timely and in good faith answer, object, rebut, refute and or otherwise respond. Note: It has now been over thirty working days since my last request / demand was made and yet they have neglected to respond and/or answer thereto.

Therefore, based upon the facts; it would appear that these proceedings are fraudulent in nature because my debtors have refused to answer my request or ***make payment of their debts to me!*** As noticed by many courts; Their "silence" can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally mislead."


On the other hand, I, supra, have acted with clean hands and in good faith by giving my debtors two years to resolve their financial problems but as I have previously given them notice.....justices delayed is justice denied!

As explicitly stated in my "Notice", "I shall be forced to file liens, **legal remedy**, upon all property belonging to the noticed debtors." And; "...the filing of liens against my debtors is **my legal right to gain payment.**" Note: As noticed by the supreme court of the United States, *the exercising of a right, legal remedy, cannot be made into a crime. Nor can any court make any kind of an "Order" which would prohibit the lawful exercising of a right.*

I, supra, declare under penalty of perjury under the law of the California Republic that the foregoing is true and correct to the best of my knowledge and belief.

Respectfully, presented:

Dated: 4-12-21


Manuel Salvador, Franco

cc:

United States Bankruptcy Court
Northern District of California
San Francisco Division

Bankruptcy Case No. 19 – 30088 (DM)

Pacific Gas and Electric Company Debtor (2640) 19-30089 (DM)
PG&E Corporation Claims
Processing Center
c/o Prime Clerk LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

AFFIDAVIT OF TRUTH, as to Notice via Affidavit – violation of Clean Hands / Good Faith Doctrines – Fault / Default cert. mail # 7018 2290 0001 5882 8122 is attached herewith and made a part hereof. If such affidavit is not included with this “Sworn Notice in the Form of an Affidavit” such sworn notice shall be deemed void.

SWORN NOTICE in the form of an Affidavit

I. Memorandum of Law - Points and Authorities in Support Thereof

An important aspect of the sworn notice is the notary signature and the jurat. Contrary to what most “persons” in the judicial branch say and think, the Notary Public is NOT an Officer of “their” Court, but an Officer of the Executive Branch and of the People, a much higher Court. The Notary is an officer of the state and certifies that everything in the sworn notice is true and correct and sworn to under oath by the affiant. Further the notary when signing the jurat signs in two capacities; in the capacity as an officer of the state and in the capacity of a living being, presenting one of the People, which the judicial branch Court can NEVER “SEE” (cannot give “cognizance of”), thus, creating a “bridge” for the process to move from the living to the fiction and vice versa.

Notary Public authority; ISAAC JOSEPH, APPELLANT, vs. JULIUS SALOMON, APPELLEE. Supreme Court of Florida, 19 Fla. 623; 1883 Fla. LEXIS 4, January, A. D. 1883, Decided - - “The demand of acceptance of a foreign bill is usually made by a Notary, and in case of non-acceptance he protests it, and this **notarial protest receives credit in all courts.**”

Is a response required to a sworn notice?

Yes, if an Affiant sends the sworn notice to a party that had, or there is implied, a prior business relationship with Affiant, if Affiant charges them with crimes, injuries and damages, or if they took an oath of office, then **there is a mandatory response required to Affiant's sworn notice**. There is case law on the mandatory response requirements. If they do not respond to the claims in Affiant's sworn notice according to the parameters therein then **they agree with the claims** in Affiant's sworn statement.

Rule 301, Federal Rules of Evidence is paramount.

Case Law in support thereof:

“Uncontested allegations of fact must be accepted as true.” Morris v. National Cash Register, 44 SW 2nd 433, (1931).

When no affidavits are filed in opposition, the trial court is entitled to accept as true the facts alleged in respondent's affidavits if “... such facts are within the affiant's personal knowledge and [are ones] to which he could competently testify....” Southern Pac. Co. v. Fish, 166 Cal.App.2d 353, 362, 333 P.2d 133.

“Silence can only be equated with fraud where there is a legal or moral duty or where an inquiry left unanswered would be intentionally misleading...” as per United States v. Tweel, 550 F.2d 297, citing United States v. Prudden, 424 F.2d 1021 at 1032

"...failure to state the true facts when such statement is legally required, to the detriment of the one relying upon such conduct..." can be termed "fraud and deceit", as per Atilus v. United States, 406 F.2d 694, at 698

"Silence is a species of conduct, and constitutes an implied representation of the existence of facts in question, and the estoppel therefrom is accordingly a species of estoppel by misrepresentation. When silence is of such a character and under such circumstances that it would become a fraud on the other party to permit the silent party to deny what his silence has induced the other party to believe and act upon, it will operate as an estoppel," as per Carmine v. Bowen, 64 A. 923

Another powerful element in the sworn notice is that it is a private contract set in admiralty that binds Libellees to a mandatory response by contract obligation.

This is accomplished when Affiant/Libellant claims that the other party has either damaged and injured Affiant or will do so by continuing to pursue a course of action. Affiant's claim via the sworn notice constitutes a private contract set out in admiralty. Affiant gave Libellees consideration in the form of forbearance of suit/waiver of tort with a specified and reasonable period of time, with a set and given number days to respond to the sworn notice, as per Federal Rules of Civil Procedure. All elements of a contract are in place.

With the consideration, Affiant's contract now puts Libellees under obligations that make it mandatory to respond to Affiant's document.

Case Law in support of forbearance:

Forbearance is consideration. Black's Law Dictionary, 6th Edition page 307; Restatement Second, Contracts §§ 17(1), 71; Corbin on Contracts, Vol. 2, page 80, Revised Edition, West Publishing Co. 1995; and Richman v Brookhaven Servicing Corp., 80 Misc. 2d. 563, 363, N.Y. S.2d. 731, 733. "Forbearance from exercising a right to take legal action...constitutes adequate consideration..." [citing numerous cases] Town & Country Bank v. ...Bancshares, 172 Ill.App.3d 1066, 527 N.E.2d 637 (1988).

"There seems to be a strong tendency for a court to find that a forbearance that was actually given was promised in advance by implication." Corbin on Contracts, Revised Edition, Vol. 2, pa. 119, citing Levine v. Tobin, 210 Cal. App.2d 67, 26 Cal. Rptr. 273, 275 (1962) and 15 other cases from 12 different jurisdictions.

Actual forbearance of suit for a reasonable time is consideration. William H. McMicken et al. v. Helen M. Stafford, 197 Ill. 540 (1902).

It is a common understanding and general agreement that the prime reason for a contract is because the "parties" do not "trust" one another. And, as a half-truth may easily be a whole lie, a written contract brings clarity where confusion would otherwise exist.

All unilateral contracts, originating in corporate fiction or fraud, imposing duress, **pains and penalties**, required by state "statutes" and codes, lacking full disclosure, imbued with fraud, deceit, threat, pains and penalties and imposing obligations under duress is unlawful, illegal, unconstitutional, invalid, fraudulent, unenforceable and null and void, without force or effect, whatsoever.

If the "state", Federal or otherwise, deceptively takes ownership of any "res" (thing) by perversion under "color of law" by imposing upon the unaware Citizen "required" laws and fees, it is a unilateral contract, imposing said statutes and codes without full disclosure.

The "state" is a corporation, as is all government, and is designated to rule over the "fictional/corporate entities" to **assure that no fiction ever harms a flesh and blood living man**. This is the extent to which a "fiction" may associate with the living soul/man without the living man's consent.

All corporate administrators functioning through the United States court system are strictly "administrators" acting in the nature of a Judge. There have been no Judges in the prevalent court system since 1789. They fill only a ministerial capacity. All "courts" in the prevalent court system are to rule in the nature of a "court of competent jurisdiction". A true Court of Competent Jurisdiction is not available in any district of the United States of America.

A brief collection of facts, established by the High Courts of the land, from some of the wisest of Judges, and through the time tested channels of discipline follows:

"The idea prevails with some-indeed, it found expression in arguments at the bar-that we have in this country

substantially or practically two national governments; one to be maintained under the Constitution, with all its restrictions; the other to be maintained by Congress outside and independently of that instrument, by exercising such powers as other nations of the earth are accustomed to...I take leave to say that if the principles thus announced should ever receive the sanction of a majority of this court, a radical and mischievous change in our system of government will be the result. We will, in that event, pass from the era of constitutional liberty guarded and protected by a written constitution into an era of legislative absolutism....It will be an evil day for American liberty if the theory of a government outside of the supreme law of the land finds lodgment in our constitutional jurisprudence. No higher duty rests upon this court than to exert its full authority to prevent all violation of the principles of the Constitution". DOWNES v. BIDWELL, 182 U.S. 244 (1901)

6 Ohio St. 342, 1856 WL 59 (Ohio)

A national government is the government of the people of a single state or nation, united as a community by what is termed the social compact, and possessing complete and perfect supremacy over persons and things, so far as they can be made the lawful objects of civil government. A federal government is distinguished from a national government by its being the government of a community of independent and sovereign states, united by compact. Is one NOT required to remain within the parameters of the Constitution for the united States of America?

"In its governmental or public character, it represents the state, while in the other it is a mere private corporation. As a political institution, the municipality occupies a different position, and is subject to different liabilities from those which are imposed upon the private corporation. But because these two characters are united in the same legal entity, it does not follow that the shield which covers the political equally protects the private corporation." STRAND v. STATE, 16 Wn.(2d) 107, 116 (January 6, 1943).

DOWNES v. BIDWELL, 182 U.S. 244 (1901), where it is stated that; "...two national governments; one to be maintained under the Constitution, with all its restrictions; the other to be maintained by Congress outside and independently of that instrument..."

"No judicial process, whatever form it may assume, can have any lawful authority outside the limits of the jurisdiction of the court or judge by whom it is issued; and an attempt to enforce it beyond these boundaries is nothing less than lawless violence." (emphasis added) Ableman v. Booth (1858), 56 U.S. (21 How.) 506, 16 L.Ed. 169. [I recommend you read the entire case.]

Yet, the true purpose of "Law" is to protect the Private from the Corporate, as per:

"All that government does, and provides legitimately is in pursuit of its duty to provide protection for private rights, (Wynhammer v. People, 13 N.Y. 378), which duty is a debt owed to its creator, we the people and the private enfranchised individuals, which debt and duty is never extinguished nor discharged and is perpetual. No matter what the government/state provides for us in manner of convenience and safety, the unenfranchised individual owes nothing to the government", Hale v. Henkle, 201 U.S. 43.

"We the people have discharged any debt which may be said to exist or be owed to the state/government. The governments are however indebted continually to the people, because the people created the government corporation and because we suffer its continued existence. The continued debt owed to the people is discharged only as it continues not to violate our private rights, and when government fails in its duty to provide protection-discharge its debt to the people, it is an abandonment of any and all power, authority or vesting of 'sovereignty' which it possessed, and the laws remain the same, the sovereignty reverting to the people whence it came" Down v. Bidwell, 182 U.S. 277.

II. Libellee(s) as tortfeasor(s)

Therefore, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including attached Affidavit of Truth, Libellee(s) has/have attempted to exercise Right of Claim to an alleged contract wherein, upon discovery, full disclosure was never made that all codes, regulations, statutes, and rules wherein Libellee(s) make Claim of Authority have no basis in fact, or law, subterfuge and fraud proven by the evidence supplied, and said claim exists solely in a fictional, corporate, legal entity with no required allegiance to the Constitution or any moral or equitable character.

Further, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including

attached Affidavit of Truth, Libellee(s) did knowingly and willingly accept the benefit of the bargain, or contract, that was never ratified, but forced upon Affiant and The People, day by day, and event by event, as a Novation Contract, totally rooted, founded, and propagated in the Fraud with all said terms and conditions in the said Novation Contract being nothing more than fruit from the Poisonous Tree.

And, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including attached Affidavit of Truth, Libellee(s) cannot at the same time accept the benefit of a bargain brought on by fraud, coercion, threat, duress, extortion, blackmail, etc, and reject the consequences of Truth and Justice, punishable by the very words, terms, phrases, and doctrines Libellee(s) has/have attempted to impose and force upon Affiant, which referenced court cases Affiant has relied upon and to which cases decisions Affiant claims Libellee(s) are bound.

Further, we have learned that certain major Supreme Court rulings affirm that there are two (2) distinctly different United States with two (2) opposite forms of governments, both having the same congress. Of a fact, the opposite of GOOD is EVIL, the opposite of TRUTH is FICTION, the opposite of RIGHT is WRONG. The consequence of the facts, claims, statements, laws and conclusions of law herein, is that; evil, fiction, and wrong are attributes of deception, fraud, malice, treason and tort.

Exodus 20:15 Thou shalt not steal.

John 8:44 Ye are of your father the devil, and the lusts of your father ye will do. He was a murderer from the beginning, and abode not in the truth, because there is no truth in him. When he speaketh a lie, he speaketh of his own: for he is a liar, and the father of it.

3 John 1:11 Beloved, follow not that which is evil, but that which is good. He that doeth good is of God: but he that doeth evil hath not seen God.

III. ACTUAL SWORN NOTICE FOLLOWS;

STATEMENT 01) Affiant hereby claims, declares and states under oath the following;

FACT 02) Forbearance is consideration, as learned in Black's Law Dictionary (above).

FACT 03) Actual forbearance of suit for a reasonable time is consideration. William H. McMicken et al. v. Helen M. Stafford, 197 Ill. 540 (1902). [Consideration is a required element of any contract.]

CLAIM 04) Affiant's sworn notice constitutes a private contract set out in admiralty and gives Libellee(s) consideration in the form of forbearance of suit for a reasonable period of time (see above).

CLAIM 05) These damages and injuries have bound Libellee(s) into a contract for restitution and reparation to Affiant.

CLAIM 06) Libellee(s) responses are mandatory based upon the law cited herein.

CONCLUSION 07) If Libellee(s) do/does not respond according to conditions herein, Libellee(s) agree(s) to the claims, facts, statements, laws and conclusions of law in this sworn notice and attached Affidavit of Truth including but not limited to the fact that Libellee(s) has/have damaged and injured Affiant.

CLAIM 08) The Constitution for the United States of America is a parameter, or barrier, that the fictional, corporate, legislative tribunals have purposely evaded to the harm, pain, and injury of this Affiant. These crimes have brought great mental stress, spoilage, time wastage, alienation of the affection of loved family members, and various other damages and injuries to Affiant.

CONCLUSION 09) Of paramount importance, and the only way justice can be served, is to determine whether the source and fountain of authority purported by Libellee(s) is from the Original, Organic Constitution for the united States of America or the Corporate Charter for the de facto government operating for, and on behalf of, the fictional Federal government, fictional Congress and Senate, and fictional sub-corporate charters responding to the corporate United States that are totally outside (outlaw) the confines of Rule of Law and are "extra-Constitutional".

CONCLUSION 10) Since actions speak louder than words, and by actions contracts are consummated, Libellee(s) actions have made manifest, with open disregard for the Rule of Law, that Libellee(s) had/have, at all times and in every measure, concerning their association with Affiant, operated outside the parameters of the Constitution for the

United States of America, and within the bounds of treason, coercion, threat, duress, malfeasance, tort, unlawful conversion, and any of several other offenses known to be injurious to Affiant.

CONCLUSION 11) As a consequence of Libellee(s) actions Libellee(s) has/have committed felony conversion, mail fraud, securities violations, libel and theft of Affiant's property for which restitution is sought.

Affiant reserves the right to amend in order that the truth be ascertained and justly determined.

Verified Affidavit

IN WITNESS WHEREOF, I, Manuel Salvador of the family Franco, *Sui Juris*, solemnly affirm and verify that I have read the foregoing, and know its contents to be true to the best of my knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters, I believe them to be true. This instrument is submitted upon good faith effort that is grounded in fact, warranted by existing law for the modification or reversal of existing law and submitted for proper purposes, and not to cause harassment and unnecessary delay or costs, so help me God. See Supremacy Clause (Constitution, Laws and Treaties are all the supreme Law of the Land).

By my hand, I, supra, do hereby declare under penalty of perjury, under the laws of the California Republic, that the foregoing information is true, correct, and complete, to the best of my knowledge and belief.

Manuel Salvador Franco
Manuel Salvador, Franco

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the Document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

Subscribed and sworn to (or affirmed) before me on this 12th day of April, 2021
by Manuel Salvador Franco proved to me on the basis of satisfactory evidence to be
the person who appeared before me.

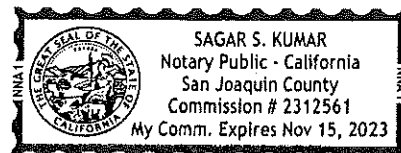
Signature of Notary Public:

S. Kumar

Seal:

Title of Document: Affidavit of truth

Document Date: April 12, 2021



United States Bankruptcy Court
Northern District of California
San Francisco Division
450 Golden Gate Ave.
San Francisco, California (94102)

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